

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the (INSERT NAME OF TRIBE HERE) ("Tribe") whose address is (INSERT ADDRESS HERE) , and \_\_\_\_\_, ("Contractor"), whose address is \_\_\_\_\_.

In consideration of the mutual terms, conditions and covenants hereinafter set forth, the Tribe and Contractor agree as follows:

1. The Tribe hereby hires the Contractor as an independent contractor to provide services in accordance with this Agreement and Contractor agrees to provide such services.
2. This Agreement shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_ or upon full completion of the services. Either party may terminate this Agreement, without cause, by giving thirty (30) days written notice to the other party.
3. Tribe shall pay to Contractor and Contractor shall accept from Tribe as compensation for services provided pursuant to this Agreement the sum of \$ \_\_\_\_\_. All payments are net thirty (30) days upon receipt of a proper invoice. The Tribe shall have no liability for any payroll taxes in relation to the Contractor. Contractor must submit a completed IRS Form W-9 to the Tribe's finance department prior to any disbursements from the Tribe.
4. Contractor shall provide the following services: (INSERT STATEMENT OF WORK HERE)
5. All terms and conditions are controlled by this Agreement. Contractor shall devote such time, attention and energies as required to meet Tribe's timelines for deliverables. All Services shall be delivered in a timely manner on a schedule mutually agreed upon but in no case later than (INSERT DATE HERE).
6. Contractor warrants and represents that it has the requisite knowledge, skills and licensures to complete the services. Furthermore, Contractor shall use the highest standard of care representative of its industry in performing Services for the Tribe.
7. Contractor shall supply certificates of insurance to Tribe from a reliable company with an A.M. Best Rating of A- or better, acceptable to Tribe and licensed to do business in the State of Wisconsin before any work shall be authorized. The following coverages must be evidenced at industry standard levels but in no case less than the levels indicated:
  - Workers' Compensation Insurance at statutorily required levels.
  - Commercial General Liability Insurance at \$1 million per incident and \$2 million aggregate.
  - Professional Liability Insurance at \$1 million per incident and \$2 million aggregate.
  - Business Auto Insurance which also covered hired and non-owned autos at \$1 million per incident and \$2 million aggregate.

Contractor's failure to supply or Tribe's failure to request a certificate of insurance compliant with this section shall not abrogate Contractor's duty nor waive this provision of the

## PROFESSIONAL SERVICES AGREEMENT

Agreement. The Tribe shall also be listed as an additional insured. The Contractor shall not perform any services until certificates of insurance are provided in compliance with this section.

8. If Contractor is unable to perform services pursuant to this Agreement due to illness, incapacity or death, compensation shall cease upon the happening of the event.

9. Neither party may assign this Agreement without the express written consent of the other.

10. Contractor is an independent contractor and nothing contained in this Agreement shall be deemed to constitute Contractor as a partner, agent or employee of the Tribe, nor shall either have any authority to bind the other. Both parties agree to hold confidential and/or proprietary information that they learn based their performance under this Agreement in strict confidence and not use or divulge such information other than for the purposes of this Agreement.

11. This Agreement supersedes all prior discussions, oral or written, between the parties in relation to the subject matter and is intended as a complete and exclusive statement of the agreement between the parties. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties.

12. If the Contractor is the subject of a judgment in favor of the Tribe, then the Tribe may offset that outstanding debt by reducing the contract payment by the amount owed. While the Tribe may notice the Contractor of its actions taking this offset, it is not required to send separate notice to exercise this right of offset.

13. This Agreement shall be construed in accordance with and governed by the laws of the Tribe and, in the absence of tribal law on point by federal law or if no federal law.

14. The parties agree the contract documents may be executed and delivered by facsimile or other electronic means and such electronic signatures shall have the same effect as an original executed document.

INTENDING TO BE LEGALLY BOUND, the parties hereto have caused this Agreement to be executed.

TRIBE: CONTRACTOR:

BY: \_\_\_\_\_

Tribal President or Vice-President

\_\_\_\_\_

Print name and title

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_